



Order under Section 69 Residential Tenancies Act, 2006

Citation: WCPT TAYLORWOOD I INC. v Naomi, 2023 ONLTB 13942

Date: 2023-01-06

File Number: LTB-L-023159-22

In the matter of: 205 BEDROOM 4, 2019 SIMCOE ST N
OSHAWA ON L1G3Z2

Between: WCPT TAYLORWOOD I INC. Landlord

And

Ehianu Naomi Tenant

WCPT TAYLORWOOD I INC. (the 'Landlord') applied for an order to terminate the tenancy and evict Ehianu Naomi (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on .

The Landlord's representative Francisco Gomez and the Tenant attended the hearing.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$699.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$22.98. This amount is calculated as follows: \$699.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to November 10, 2022 are \$.568.20.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$699.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to

subsection 83(1)(a) and 204(1) of the Act. The Tenant has been making payments towards the arrears and has decreased the amount owing significantly since the application was filed. I find that it is reasonable to order a repayment plan and allow the Tenant the opportunity to continue to make payments and to preserve the tenancy.

It is ordered that:

1. The Tenant shall pay to the Landlord \$568.20 for arrears of and \$186.00 for the application filing fee costs.
2. The Tenant shall pay to the Landlord the amount set out in paragraph 1 in accordance with the following schedule:

February 15, 2023: a payment of \$75.42

March 15, 2023: a payment of \$75.42

April 15, 2023: a payment of \$75.42

May 15, 2023: a payment of \$75.42

June 15, 2023: a payment of \$75.42

July 15, 2023: a payment of \$75.42

August 15, 2023: a payment of \$75.42

September 15, 2023: a payment of \$75.42

October 15, 2023: a payment of \$75.42

November 15, 2023: a payment of \$75.42

1. The Tenant shall also pay to the Landlord new rent on time and in full as it comes due and owing for the period February 1, 2023 until the arrears are paid in full.
2. If the Tenant fails to make any one of the payments in accordance with this order, the outstanding balance of any arrears of rent and costs to be paid by the Tenant to the Landlord pursuant to paragraph 1 of this order shall become immediately due and owing and the Landlord may, without notice to the Tenant, apply to the LTB within 30 days of the Tenant's breach pursuant to section 78 of the Act for an order terminating the tenancy and evicting the Tenant and requiring that the Tenant pay any new arrears, NSF fees and related charges that became owing after November 30, 2022.

January 13, 2023
Date Issued

Maria Shaw
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.